

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar # 068687)

norm@bamlaw.cam

Kyle R. Nordrehaug (State Bar #205975)

kyle@bamlawca.com

Aparajit Bhowmik (State Bar #248066)

aj@bamlawca.com

Jeffrey S. Herman (State Bar #280058)

jeffrey@bamlawca.com

Sergio J. Puche (State Bar #289437)

sergiojulian@bamlawca.com

Trevor G. Moran (State Bar #330394)

trevor@bamlawca.com

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

[Additional Counsel on Following Page]

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

CHRISTIAN LOVGREN and GINA
CUNEO, individuals on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

ENLOE MEDICAL CENTER, a
California; and Does 1 through 50,
Inclusive,

Defendants.

Case No. 2:24-cv-01134-WBS-DMC

[Class Action]

**JOINT NOTICE OF CONDITIONAL
SETTLEMENT;**

**STIPULATION TO VACATE
HEARING DATES/DEADLINES AND
REMAND CASE TO STATE COURT;**

ORDER

Judge: Hon. William B. Shubb
Courtroom: 5, 14th Floor

**JOINT NOTICE OF CONDITIONAL SETTLEMENT; AND STIPULATION TO VACATE HEARING
DATES/DEADLINES AND REMAND CASE TO STATE COURT; ORDER**

1 Barbara A. Blackburn, Bar No. 253731
bblackburn@littler.com
2 Douglas L. Ropel. Bar No. 300486
dropel@littler.com
3 Lauren J. Orozco, Bar No. 332880
lorozco@littler.com
4 LITTLER MENDELSON, P.C.
5 500 Capitol Mall, Suite 2000
6 Sacramento, California 95814
Telephone: 916.830.7200
7 Fax No.: 916.561.0828

8 Attorney for Defendant
9 ENLOE MEDICAL CENTER
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1 Plaintiffs Christian Lovgren and Gina Cuneo (“Plaintiffs”) and Defendant
2 Enloe Medical Center (“Defendant”) (collectively, the “Parties”), by and through
3 their respective counsel of record, hereby notify the Court that the Parties have
4 reached a settlement in the above-entitled Class Action, along with the related
5 PAGA Action, Case No. 2:24-cv-01133-WBS-DMC, which is conditioned on the
6 Court’s approval.

7 Further, pursuant to the terms of the Parties’ settlement, the parties hereby
8 stipulate and agree as follows:

9 WHEREAS, Plaintiffs filed this Class Action complaint on January 18, 2024,
10 Butte County Court Case No. 24CV00200, which was removed to Eastern District
11 of California, Case No. 2:24-cv01134-WBS-DMC. (the “*Lovgren* Class Action”);

12 WHEREAS, Plaintiffs filed a separate PAGA Representative Action
13 complaint on February 12, 2024, Butte County Court Case No. 24CV00490, which
14 was removed to Eastern District of California, Case No. 2:24-cv-01133-WBS-DMC.
15 (the “*Lovgren* PAGA Action”);

16 WHEREAS, the Parties settled the case after a private mediation on January
17 21, 2025, with experienced wage and hour mediator Steven Serratore, which
18 resulted in a global settlement of the *Lovgren* Class Action and the *Lovgren*
19 PAGA Action;

20 WHEREAS, all pending hearing dates and deadlines, including, but not
21 limited to, Plaintiffs’ Motion to Remand, shall be vacated;

22 WHEREAS, pursuant to the Parties’ executed Memorandum of
23 Understanding (“MOU”), the Parties agree, subject to Court approval, to: (1)
24 remand the *Lovgren* Class Action to the Butte County Superior Court: (2) file a
25 First Amended Class and Representative Action Complaint (“FAC”) in the
26 *Lovgren* Class Action to include the PAGA claims from the *Lovgren* PAGA
27 Action; (3) dismiss the *Lovgren* PAGA Action without prejudice (once the FAC is
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1 filed in the *Lovegren* Class Action); and (4) seek approval in State Court; and

2 WHEREAS, pursuant to the Parties' MOU, the Parties further agree if the
3 Butte Couty Superior Court in the *Lovegren* Class Action does not grant final
4 approval of the settlement and enter judgement, the Parties agree that the status quo
5 before settlement of the *Lovegren* Class Action and *Lovegren* PAGA Action claims
6 is restored. At Defendant's option, the action will be returned to the Eastern District
7 of California, and Plaintiffs will not challenge the removal on timeliness grounds.
8 However, Plaintiffs, at their option, can re-file a remand motion on other grounds.

9 NOW, THEREFORE, based upon the foregoing, the Parties, by and through
10 their respective undersigned counsel of record, hereby stipulate and agree as
11 follows:

- 12 1. The above recitals are in an integral part of and provide the foundation for
13 this stipulation;
- 14 2. All hearing dates and deadlines in the *Lovegren* Class Action shall be
15 vacated;
- 16 3. The *Lovegren* Class Action shall be Remanded to State Court (Butte
17 County Court Case No. 24CV00200; and
- 18 4. The Parties shall bear their own attorneys' fees and costs related to the
19 removal and remand of the *Lovegren* Class Action.

20 Dated: March 03, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

21
22 By: /s/ Jeffrey S. Herman (Authorized on 3/3/2025)

23 Jeffrey S. Herman

24 Trevor G. Moran

25 Attorney for Plaintiffs
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27
28

1 Dated: March 03, 2025

LITTLER MENDELSON, P.C.

2 By: /s/ Barbara A. Blackburn (Authorized on 3/3/2025)

3 Barbara A. Blackburn

4 Douglas L. Ropel

5 Attorney for Defendant

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7 **ORDER**

8 By stipulation of the Parties, and for good cause shown, the Court hereby
9 Orders as follows:

- 10 1. All hearing dates and deadlines in the *Lovegren* Class Action shall be
11 vacated; and
12 2. The *Lovegren* Class Action shall be Remanded to State Court (Butte
13 County Court Case No. 24CV00200)

14 **IT IS SO ORDERED.**

15 Dated: March 3, 2025



16 WILLIAM B. SHUBB

17 UNITED STATES DISTRICT JUDGE
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